

CALHOUN COUNTY INSTRUCTIONS SUBMITTING BIDS/PROPOSALS

Vendors who will be submitting a bid/proposal to Calhoun County must follow these 2 steps:

1. Register as a **vendor with the County** by means of this link:

<http://www.calhouncountymi.gov/VendorReg>

This will add you to the County's vendor database. If you are already registered, take a moment to review your information and update as needed.

2. Register your **intent to bid** with the Purchasing Office by means of this address:

lobrig@calhouncountymi.gov

Include the RFP/RFB # of the project to which you will be responding, along with the name of your company and email address. This will notify the Purchasing Office that you are to be considered a "Vendor of Record" and in turn, Purchasing will inform you of any addenda or revisions to the original solicitation. Should you elect not to submit a bid after registering a positive intent, notify the Purchasing Office by means of the above link that you will not be bidding.

**CALHOUN COUNTY
REQUEST FOR PROPOSAL
CALHOUN COUNTY ADMINISTRATOR'S OFFICE
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: SEPTEMBER 7, 2010

DUE DATE: SEPTEMBER 28, 2010

PROJECT: *UNIFORMS - SHERIFF'S DEPARTMENT / RFP#107-10*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 PROPOSAL SUBMISSION:

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068

All proposals received shall be notated as such on the outside of the envelope:

PROPOSAL: *UNIFORMS - SHERIFF'S DEPARTMENT / RFP#107-10*

DUE DATE: *TUESDAY, SEPTEMBER 28, 2010; 3:00 P.M. (LOCAL TIME)*

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

_____ REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All of the members of which are as follows:

NAME _____ ADDRESS _____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of _____

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 300,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 300,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds***: The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)."
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

- 1.11.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.11.2 The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
- 1.11.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a proposal.
- 1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and

Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

- 1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.
- 1.15.4 The County reserves the right to reissue the request for proposal.
- 1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

- 1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.22 LENGTH OF CONTRACT

The term of the contract shall be for a ***three (3) year period, commencing on October 22, 2010 and terminating on October 22, 2013.*** This contract may be extended for ***two (2)*** additional terms of ***12 months*** each, at the discretion of the County upon mutual consent of

both parties. The County reserves the right to delay the commencement of this contract for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and ***four (4)*** copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal

will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.

Questions that arise as a result of this RFP must be submitted in writing to the issuing office via Email by **Tuesday, September 14, 2010**. All questions and answers will be transmitted via Email to all potential bidders by **Thursday, September 16, 2010**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office,
Purchasing Division
CONTACT: Leslie R. Obrig, Purchasing Coordinator
E-MAIL: lobrig@calhouncountymi.gov
FAX: 269.781.0140 (*use only if email not available*)

2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered

2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK

Calhoun County is seeking bids for the purchase of personnel uniforms for the Sheriff Department. The County annually purchases approximately \$30,000 in uniforms for this department. Through this bid, the County intends to consolidate its purchases and commit to a primary uniform supply vendor for the basic uniform needs of the Sheriff department. The most responsive bid will be one that provides the County with uniforms of acceptable appearance and manufactured quality, while incorporating efficiencies of purchasing and delivery, informational reports, and expanded services; in addition to consolidated cost savings. Uniforms manufactured in the United States will be shown preference. The Sheriff Department intends to purchase uniform supplies on an as-needed basis for the outfitting of new hires in addition to replacement purposes for current employees during this contract. **The length of the proposed contract will be for three (3) years, with two 1-year extensions possible.**

3.2 SCOPE OF WORK REQUIREMENTS

The most responsive bid shall include or accept the following requirements:

3.2.1. SERVICE

3.2.1.1 Delivery:

- 3.2.1.1.1 Delivery to the following County buildings:
Justice Center - Battle Creek
Sheriff's Office - Marshall
- 3.2.1.1.2 Vendors must state the approximate turnaround time for in-stock orders, as well as maximum time of delivery for special order items.
- 3.2.1.1.3 Minimum service level commitment for in-stock group of uniform items and accessories.
- 3.2.1.1.4 Outline delivery procedures. State the manner of delivery (carrier), delivery schedules as it relates to the County, and possible delivery charges to be incurred.
- 3.2.1.1.5 All items delivered should be identified to the employee and bundled, if more than one item per employee is shipped.

3.2.1.2 Personnel commitment by vendor:

- 3.2.1.2.1 Account representative available to call on departments to show samples, measure employees, resolve problems, etc. when requested.
- 3.2.1.2.2 Account representatives should be available to schedule regular meetings with departments quarterly, or as needed.

3.2.1.2.3 Vendors should be available for meetings with the Purchasing Department, if necessary.

3.2.1.2.4 Vendors shall make available an inside contact person knowledgeable of the County uniform program

3.2.1.3 Order Procedure:

3.2.1.3.1 Order system to be facilitated by e-mail or facsimile.

3.2.1.3.2 Customer order form provided by vendor and customized for County

3.2.1.3.3 Availability of special orders, if required.

3.2.1.4 Return Policy:

3.2.1.4.1 Return policy should be fully outlined. Indicate if fees for restocking or returns would be charged and the corresponding fees to be charged.

3.2.1.4.2 Defective products should be handled in an appropriate manner dependant upon the individual circumstance.

3.2.1.5 Billing:

3.2.1.5.1 The County shall receive one statement for each month which includes the itemized purchases by division/employee for that month.

3.2.1.5.2 All uniform items and accessories will be purchased under one contract purchase order number.

3.2.1.5.3 Individual orders must have their own invoice numbers and proof of delivery.

3.2.1.5.4 Standard payment terms.

3.2.1.6 Reporting Capabilities:

3.2.1.6.1 Uniform usage reports available by division/employee on a quarterly basis, if requested by County.

3.2.1.6.2 Usage reports for individual item, if requested by County.

3.2.2 PRICING

3.2.2.1 Price per item should be stated on the form provided (*Attachment D1 & D2*). No other form of pricing will be accepted. Items in **bold** with “*” are high-volume items.

3.2.2.2 The percentage of additional charge for over-sized items should be documented on Attachment D1 & D2 in the space provided. Also state within your proposal at which size uniform items are considered as over-sized .

3.2.2.3 Pricing as submitted by proposers on Attachment D1 & D2 shall be firm-fixed pricing for the duration of the three year term of this contract .

3.2.2.4 Suppliers who experience County prices which are below the supplier’s cost for an individual item per Attachment D1 & D2, may petition the Purchasing Department for relief with the proper supporting documentation accompanying their written request. Any price increase shall be approved by County Purchasing prior to implementation by the supplier.

3.2.3 CONTENT

3.2.3.1 Bids should include the following:

- 3.2.3.1.1 Delivery service capabilities in relation to the specifications outlined in RFP#107-10.
- 3.2.3.1.2 Description of firm and associated personnel assigned to the County account.
- 3.2.3.1.3 Describe the ordering procedure the vendor would utilize in providing for the County's uniform needs.
- 3.2.3.1.4 Vendor return policy for in-stock and special order items, including restocking fees.
- 3.2.3.1.5 Billing and reporting capabilities with examples.
- 3.2.3.1.6 Proposed prices pursuant to the price list provided (Attachment D1 & D2)
- 3.2.3.1.7 The vendor receiving the contract award will be required to provide all information, including current full line product catalogues and custom order forms.
- 3.2.3.1.8 Provide 3 references of similar entities for which the vendor is currently providing uniform supply items and similar services. Provide a contact person and phone number for each reference.
- 3.2.3.1.9 Any manufacturers' names, trade names or brand names used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. Proposals should include information on any items bid which are substantially different than those requested, particularly variances in quantity, quality grades, weight, functionality or features. The County shall reserve the right to make the final determination as to the comparability and consistency of individual items bid in response to this RFP. The exact manufacturer & model must be indicated on the bid form. A manufacturer & model will be selected by the County as the standard for this contract and no substitutions will be accepted by the County during the term of this agreement.
- 3.2.3.1.10 Qualified vendors may be asked to submit samples of uniform items to the County for further evaluation. **Do not forward samples unless requested to do so by the County.**
- 3.2.3.1.11 Include additional costs for alterations, affixing employee name tag identification onto items, affixing County furnished patches and badges to items, and direct embroidery of name identification on items, when applicable.

3.3 CURRENT EMPLOYEE ISSUE

SHERIFF DEPARTMENT

The Calhoun County Sheriff Department currently has 170 (est.) employees to outfit pursuant to POAM & COAM collective bargaining agreements. In accordance with these agreements, the following is a breakdown by division, number of employees in each division, and standard uniform issue.

JAIL DIVISION - 95 CO-I employees & 12 CRO employees (total 107 employees)

2 pairs of footwear
4 pairs of pants
4 each short sleeved shirts

(CO-I's are outfitted with brown fatigue pants/shirts, CRO's are outfitted with brown fatigue pants and polo shirts- maroon with embroidered name/department.)

ROAD PATROL DIVISION - 40 employees

3 pairs of pants
3 each long sleeved shirts
3 each short sleeved shirts
3 each fatigue pants
3 each fatigue shirts
2 each hats (1 summer/1 winter)
1 each shirt badge, metal
1 each hat badge, metal
3 each neckties (winter & special functions only)
1 each service jacket, heavy
1 each service jacket, lightweight
1 set Garrison belt, handcuff case, holster, shell case
2 pairs of footwear
1 each uniform tie fastener
1 each traffic whistle and chain
1 each uniform raincoat and hat cover
1 each nameplate

COURT TRANSPORT DIVISION - 10 employees

Same as for Road Patrol except no fatigues.

COMMAND & JAIL COMMAND - 11 employees

3 pairs of pants - pink/tan with stripes for Jail Command staff, and without stripe for Upper Command staff.
3 each long sleeved shirts
3 each short sleeved shirts

3.4 PER UNIT SPECIFICATIONS

All Sheriff Department Employee Uniform Items:

All hardware on clothing and accessories, including snaps, zippers, buckles, etc. should be brass.

Road Patrol:

TROUSERS: silver-tan w/dark brown stripe; wool blend; w/shirt grips at waist band; "Perfection Uniform", or equivalent.

SHIRTS: dark brown; polyester blend; epaulets w/Velcro; scallop pockets; require both long and short sleeves; "Perfection Uniform", or equivalent.

FATIGUE PANTS: dark brown w/black stripe; cotton blend; with shirt grips in waistband; thigh pockets; "Blauer Street Gear", or equivalent.

FATIGUE SHIRTS: dark brown; cotton blend; pleated front pockets; epaulets; badge eyelets; short sleeved only; "Blauer Street Gear", or equivalent.

FOOTWEAR: 6" or 8" boot; black; leather; lace and/or zipper; Danner, Stryker 45 GTX, Converse, or equivalent.

HATS: dark brown w/black trim; garrison style; polyester blend; "Lancaster", or equivalent.

HATS: dark brown; nylon synthetic; "Trooper", or equivalent.

NECKTIE: tan; polyester blend

BADGES: require hat, shirt, and coat badges; yellow gold metal hi-glo #B546 wreath style; w/black lettering and name bar; "Blackinton" #B303, B956, & B302, or equivalent.

TIE BAR: require "custom" County/State emblem (design to be supplied); yellow gold metal, MSA approved.

JACKET (winter): dark brown; "Blauer Cruiser Jacket w/Crosstech Fabric", or equivalent.

SPRING JACKET: dark brown; epaulets; badge eyelets; zip front; nylon; unlined.

GUN BELT: black; basket weave; lined; leather; “Bianchi”, or equivalent.

GUN BELT: black; nylon; “Side Kick” or “Uncle Mike” , or equivalent.

CUFF CASE/FLASHLIGHT HOLDER/MAG POUCHES/KEEPERS/MACE HOLDER:
black; basket weave; also available in nylon; minimum specifications as above.

HOLSTER: black; basket weave; leather; cut 3 for Gloch 40; also available in nylon;
minimum specifications as above.

DRESS BELT: black; leather; yellow gold metal buckle.

TRAFFIC WHISTLE AND CHAIN: yellow gold metal.

NAME PLATE: yellow gold metal.

RAIN COAT: black/orange reversible; below the knee length; nylon

RAIN COVER/HAT: black/orange reversible; nylon

Corrections (CO-I):

TROUSERS: fatigue style; dark brown; no stripe; cotton blend; w/shirt grips in waistband; thigh pockets; “Blauer Street Gear”, or equivalent.

SHIRT: fatigue style; dark brown; cotton blend; pleated front pockets; epaulets; badge eyelets; short sleeved only; “Blauer Street Gear”, or equivalent.

FOOTWEAR: boots 6" or 8"; Gore-tex; black; leather; lace and/or zipper, prefer equivalent to “Danner” Striker GTX 45, Converse, or equivalent.

SHOES: black; leather; lace; slip resistant soles; Danner “Striker GTX 30”, or equivalent.

Corrections (CRO):

TROUSERS: pink-tan; no stripe; polyester blend; with shirt grips in waistband; “Perfection Uniform” or equivalent.

SHIRT: maroon; polo-style; cotton blend; no pocket; short sleeve.

SHOES: black; leather; “Danner” Striker GTX 30, Converse, or equivalent._____

3.5 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this Request for Proposal. The proposal selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

- manufacturer/quality/style/pricing structure
- ordering procedure
- customer service/personnel
- delivery service/returns/billing/reporting/references

3.6 CONTENTS OF PROPOSAL

Proposals shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for proposal.

3.7 ATTACHMENTS

The following attachments shall be completed and submitted with response.

3.7.1 Non-Collusion Affidavit (*Attachment A*)

3.7.2 Certificate of Authorization (*Attachment B*)

3.7.3 Contract (*Attachment C*)

3.7.4 Proposed Price Sheet (*Attachment D-1 & D-2*)

3.8 RESPONSE TO RFP

Bidder's proposal packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT B

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of
(Official Corporate Title)

the corporation named contractor herein: that _____ who signed the
foregoing proposal on behalf of said corporation was then _____ of said
corporation; that said proposal was duly signed for on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ATTACHMENT C

CONTRACT

THIS AGREEMENT, made and entered into this ____ Day of _____, **2010** ,
by and between the County Of Calhoun, Michigan, (hereinafter called the “County”)
and _____, (hereinafter called the “Contractor”).

WITNESSETH

WHEREAS , the Contractor did on the **28th** Day of **September** , **2010** ,
submit a Bid Proposal to provide **Uniforms** as may be incidental thereto or as
described in **RFP#107-10**.

NOW, THEREFORE, in consideration of the following mutual agreements and
covenants, it is understood and agreed upon by and between the parties hereto as follows :

1. The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
 - (a) The Request For Proposal **RFP#107-10**
 - (b) The Contractor’s Bid Proposal
 - (c) This Instrument
 - (d) Any supplements or changes to the foregoing agreed to by the parties hereto including addendums
 - (e) Insurance Forms
2. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the County. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.
3. This Contract is entered into subject to the following conditions :
 - (a) The Contractor shall procure and keep in full force and effect throughout the terms of this contract all of the insurance policies specified in, and required by, the Contract Documents.

- (b) The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.
- (c) The contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status, or because of a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.
- (d) In the case of a conflict between the Contract, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.
- (e) The terms and conditions contained within the Contract Documents are governed by the laws of Michigan. In the event of a dispute the laws of Michigan will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative duly authorized agents, hereto affix our signatures and seals this _____ day of _____, **2010** .

COUNTY OF CALHOUN, MICHIGAN

ATTEST :

BY : _____
TITLE : _____

CONTRACTOR

ATTEST:

BY : _____
TITLE : _____

ATTACHMENT D-1

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PRICE SHEET - SHERIFF'S DEPARTMENT

(High-volume items are listed in **BOLD** with *)

<u>ITEM</u>	<u>PRICE/EA UNIT</u>	<u>SUG. MANF./MODEL</u>	<i>check if:</i> <u>IN-STOCK</u>
ROAD PATROL:			
*trouser	_____	_____	_____
*shirt-ss	_____	_____	_____
*shirt-ls	_____	_____	_____
*fatigue pant	_____	_____	_____
*fatigue shirt	_____	_____	_____
hat	_____	_____	_____
hat-nylon	_____	_____	_____
necktie	_____	_____	_____
hat badge	_____	_____	_____
shirt badge	_____	_____	_____
coat badge	_____	_____	_____
tie bar	_____	_____	_____
jacket	_____	_____	_____
jacket- spring	_____	_____	_____
footwear	_____	_____	_____
gun belt	_____	_____	_____
gun belt - nylon	_____	_____	_____
cuff case	_____	_____	_____
flashlight holder	_____	_____	_____
mag pouch	_____	_____	_____
mace holder	_____	_____	_____
holster	_____	_____	_____
dress belt	_____	_____	_____
whistle w/chain	_____	_____	_____
name plate	_____	_____	_____
rain coat	_____	_____	_____
hat cover	_____	_____	_____
CO-I:			
*fatigue pant	_____	_____	_____
*fatigue shirt-ss	_____	_____	_____
boots	_____	_____	_____
shoes	_____	_____	_____

* If you are not bidding on an item, indicate "NB" (no bid).

ATTACHMENT D-2

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PRICE SHEET-SHERIFF'S DEPARTMENT

*(High-volume items are listed in **BOLD** with *)*

<u>ITEM</u>	<u>PRICE/EA UNIT</u>	<u>SUG. MANF./MODEL</u>	<i>check if:</i> <u>IN-STOCK</u>
CRO:			
*trousers	_____	_____	_____
*polo shirt	_____	_____	_____
shoes	_____	_____	_____

_____ % over standard price for over-sized items

* If you are not bidding on an item, indicate "NB" (no bid).

(Signature)

(Title)

(Print Name)

(Date)

(Phone)

(Fax #)

(E-mail)

